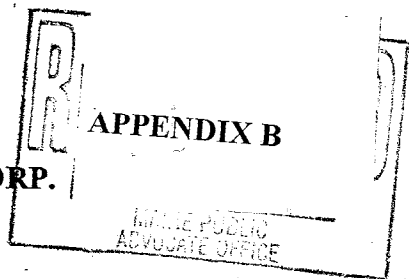


**MEMORANDUM OF UNDERSTANDING FOR AT&T CORP.
TO PROVIDE TELECOMMUNICATIONS RELAY
SERVICES (TRS) TO THE STATE OF MAINE**



1. SCOPE OF AGREEMENT

This is a memorandum of understanding or an agreement (the "Agreement") for AT&T Corp. ("AT&T" or the "Relay Provider"), a New York Corporation having offices at 295 North Maple Ave., Basking Ridge NJ 07920 to provide Telecommunications Relay Service ("TRS" or "the Services") to the state of Maine ("State" or "Maine") pursuant to the terms and conditions listed herein and Attachments "A" through "F".

This agreement supersedes all prior agreements between the parties for the provision of TRS, including but not limited to any prior requests for proposal ("RFPs") and responses thereto. Under this agreement, AT&T shall continue to provide Telecommunications Relay Service as set forth in the terms and conditions listed herein. This agreement shall serve to clarify and explain the terms of service in the tariff filed by AT&T for the provision of telecommunication relay service in Maine.

2. TERM

This Agreement shall take effect on October 17, 2000 and shall continue for a period of three years. At the mutual agreement of the State and AT&T, the contract may be extended for additional one-year periods; future pricing for any option years is also subject to mutual agreement. AT&T shall notify the State at least 180 days prior to the end of the current three year term of its desire to enter negotiations to affect such extension of the Contract. The State shall notify AT&T 120 days prior to the end of the current three year term of its agreement to enter negotiations or its desire to terminate the Contract.

The price for years one, two and three is set forth in Attachment "A" to this Agreement. AT&T agrees that should the services requested by the State remain the same, and should the State and/or federal government not have changed the requirements for such Telecommunications Relay Services, then the price years one, two and three shall not exceed the prices set forth in Attachment "A".

3. ADDITIONAL SERVICES

Items not listed on any executed Attachment to this Agreement may be purchased under this Agreement if a duly authorized representative of both parties executes a delivery order that references this Agreement and specifies a mutually agreeable delivery schedule and price.

4. **NOTICES AND AUTHORIZED REPRESENTATIVES FOR
MODIFICATION OF AGREEMENT**

The giving of notice under this Agreement shall be deemed sufficient if given by first class mail, facsimile or overnight courier, depending on the circumstances, to the following address for AT&T, and, for Maine, to the Maine Points of Contact set forth in Attachment A. Notice shall be effective upon receipt. This memorandum of understanding or agreement may be modified pursuant to mutual agreement. The only representatives authorized to modify this Agreement on behalf of the contractor and the State, by and through Maine Telecommunications Relay Services Advisory Council ("MERS Advisory Council"), are shown below.

AT&T Corp.

AT&T Relay Service,
General Manager
Room 7123M1
295 North Maple Avenue
Basking Ridge, NJ 07920

MERS ADVISORY

William Black, Counsel
Maine Office of the Public Advocate
State House Station, #112
Augusta, ME 04333
Telephone: 207-287-2445
Fax No.: 207-287-4317

5. **OPERATIONAL REQUIREMENTS**

5.A. **General Requirements:** AT&T shall provide TRS which will:

5.A.1. Allow simultaneous communications between standard telephone users and users of text telecommunications devices (TTY) or the equivalent on a 24 hour per day, 7 day per week, 365 day per year basis. At least one party must be a local exchange telephone customer in Maine in order to use this service, with the exception that roving calls will be accepted from Maine residents who travel out-of-state and make intrastate/interstate calls using Maine Relay "800" numbers.

5.A.2. Be accessed by callers from either 7-1-1 (after September 21, 2000) or the following numbers. AT&T reserves the right to change or phase out any of these access numbers. With the exception of targeted phase-outs already identified below, AT&T shall provide reasonable notice to the State of any such change or phase out. The access numbers are:
1 800 437 1220 TTY
1 800 457 1220 Voice
955-DEAF (3323) TTY (targeted phase out by March 31, 2001)
955-DPRS (3777) Voice (targeted phase out by March 31, 2001)
1 800 855 2882 (ASCII - National)

1 800 855 2883 (Telebraille - National)
1 800 855 2884 (Spanish TTY - National)
1 800 855 2885 (Spanish Voice - National)
1 800 855 2886 (Spanish ASCII - National)
1 800 855 1155 (OSD)
1-800-229-5746 (STS-English)
1-866-260-9470 (STS - Spanish)
1-900-344-3323 (900 services - TTY/English)
1-900-344-4889 (900 services - TTY/Spanish)

5.B. Relay Center Operations: AT&T's relay centers shall have the following capabilities:

5.B.1. Equipment capable of automatically identifying Baudot and ASCII codes and TurboCode.

5.B.2. Receive, access and handle:

- a. TTYs at 45.45 and 50 baud via Baudot Code and TurboCode;
- b. Computers and other similar devices which communicate using ASCII code from 300 to 2,400 baud;
- c. Non-coin sent paid, third party, calling card and collect call;
- d. Calls placed from public coin and/or credit card telephones; and
- e. Calls placed from mobile wireless and paging devices.

5.B.3. AT&T shall have the ability to place the following call types:

- a. **HCO (Hearing Carry Over)** -- HCO enables hearing-capable TTY users to directly hear the voice person's message and the CA voices the TTY user's typed response to the voice caller.
- b. **HCO-to-TTY (HTT)** -- HTT allows a relay call between a hearing carry-over user and traditional TTY user.
- c. **HCO w/privacy** -- This feature provides relay users with an additional level of privacy by sending the voiced message of the non-TTY user directly to the HCO caller without the CA listening.
- d. **Hearing-To-Hearing (HTH)** -- HTH expands the HCO capability by allowing two speech-disabled TTY users to listen to the supporting CA read the typed conversations.

- e. **OO-InfoSM Directory** -- AT&T TRS is able to provide the OO-Info service, that is available to voice customers, to all TRS users.
- f. **Operator Services for the Deaf (OSD)** -- The AT&T TRS 2000 platform integrates relay service functionality with AT&T's well-known OSD -- 1-800-855-1155. OSD provides call completion and billing assistance such as collect, third number, calling card and credit card for TTY to TTY calls. Additionally, OSD provides directory assistance and credit for service difficulties encountered on TTY and TTY calls dialed via the AT&T network.
- g. **Pay-Per-Call Services (e.g. 900 Services)** -- As of December 18, 2000, AT&T can provide access to pay-per-call services through the facilities provisioned on our Carrier of Choice platform, which has the capability of passing a customer's number (ANI) to the network for direct billing of 900 calls to the customer. To make pay-per-call through relay, customers must dial the following numbers -- 1-900-344-3323 (TTY/English) and 1-900-344-4889 (TTY Spanish).
- h. **Single Line Answering Machine (SLAM)** -- It involves retrieving messages when the relay caller is at the same residence and has one access phone line.
- i. **Spanish Relay** -- Bilingual CAs perform all relay functions for Spanish users and relaying calls in Spanish.
- j. **Speech-to-Speech Relay** -- Available December 18, 2000, STS enables a speech-disabled person to use the relay service with his/her own voice or voice synthesizer, rather than using a TTY. With STS, specially trained AT&T CAs function as human translators for speech-disabled persons who have trouble being understood on the telephone. The toll-free numbers for STS Relay will be 1-800-229-5746 (English) and 1-866-260-9470 (Spanish).
- k. **VCO (Voice Carry Over)** -- VCO enables TTY users who can speak to voice their message directly to the non-TTY user. The CA then types the non-TTY user's response back to the TTY user.
- l. **Two-Line VCO** -- A speech capable TTY user with conference calling capability on his/her phone line can use

one line for voicing directly to the non-TTY user and the other line for receiving Baudot or ASCII transmission from the CA.

- m. **VCO w/privacy** -- This feature provides relay users with an additional level of privacy by sending the voiced message of the VCO caller directly to the non-TTY user without the CA listening.
- n. **VCO-to-HCO (VTH)** -- Voice Carryover to Hearing Carryover allows the originating TTY user (speech capable) to talk directly to the terminating TTY user (hearing capable).
- o. **VCO-to-TTY (VTT)** -- VTT allows a relay call between a voice carry-over user and traditional TTY user.
- p. **Voice-to-Voice (VTVSM)** -- This feature (also known as VCO to VCO) expands the VCO capability by allowing two hearing disabled TTY users to voice their parts of a call while the CA types for both parties.
- q. **Coin Sent-Paid Calls** -- To the extent required by FCC regulation, AT&T provides free local relay calls from coin phones. AT&T accepts the use of pre-paid cards, calling cards and credit cards for toll and long distance relay calls.

5.B.4. AT&T shall provide the following product platform features:

- a. **Automatic Number Identification (ANI)** -- With automatic number identification (ANI), the calling party's number is automatically delivered and provided to the relay center and automatically captured on the call detail record eliminating the need for the caller to provide it.
- b. **Automatic Error Correction** -- As part of the Relay ChoiceSM Platform, AT&T TRS automatically corrects common CA typographical errors and will spell out non-TTY abbreviations that may be used by the CA in voice to text translation.
- c. **Background Noise Identification** -- CAs communicate to the TTY users not just spoken words from the voice user, but will also describe any appropriate sounds that they hear from the voice party, providing additional information to the TTY users.

- d. **Back End AutomationSM (BEA)** -- Back-end AutomationSM allows the TTY user to take call control back from the CA after completing a call. The TRS 2000SM Platform will allow the user to terminate the call in standard fashion, or establish a sequence call with a new called party number.
- e. **Caller ID (Generic)** -- The number -- 800-855-0000 -- is synonymous with "AT&T Relay" for any user who owns a caller-ID device, subscribes to caller-ID through their LEC, and receiving a call through AT&T Relay.
- f. **Enhanced Voice Up Front Automation (EVUFASM)** -- Enhanced Voice Upfront Automation is associated with the preparation of TRS 2000SM Platform for national 711 implementation. EVUFASM provides an automated process for identifying the voice, ASCII, and Baudot users.
- g. **Operator Release of Calls** -- This feature allows the CA to release a TTY originated relay call that terminates to another TTY user instead of a telephone voice user. This allows the two TTY users to continue with their call without having to hang up or without any further assistance from the CA.
- h. **Play Back DeviceSM** -- The Play Back DeviceSM (PBD) tool for CAs supports and facilitates the call management in situations where the TRS call terminates at a pre-recorded message or a multiple-choice Voice Response System (VRS) menu. The PBD directly supports pay-per-call services.
- i. **Protocol Plus** -- With Protocol Plus, AT&T has the capability to automatically change a TTY user's communications mode from ASCII or Turbo Code to Baudot upon the caller's request. In addition, AT&T modems can synchronize with virtually all ASCII PC modems currently in the marketplace.
- j. **Relay ChoiceSM Profile (RCP)** -- The Relay ChoiceSM Profile allows customers to personalize how their relay calls will be handled by pre-selecting features and options to be used on all their relay calls.

- k. **Restricted Toll-Free** – Sometimes, businesses set up toll-free numbers with geographic restrictions, and will not accept calls from areas outside a predetermined boundary. For example, a Portland business may have a toll-free number that accepts calls from Maine, but deny call attempts from any other State. With this feature, if a Maine customer happens to be handled in an out-of-state center due to a weather emergency, they would still be allowed access even though the supporting TRS center is not in Maine. This feature is transparent to the user.
- l. **Screening Code Database** – This feature provides the CA with specific information about billing or calling restrictions pertinent to the originating line and terminating line. Such information may include line blocking, or expanded area calling plan, and identification of coin, hotel, prison, and hospital calls.
- m. **Text Pacing** – Text pacing is a software enhancement which can decrease the speed of the text message being transmitted to the TTY user. This feature is especially helpful for telebraille users.
- n. **Touch Tone Carryover (TCO)** -- TCO enables TTY users with touch tone capability to directly enter account numbers and other personal identification numbers (PINs) in response to the interactive menus without divulging the information to the CA.
- o. **Up Front Automation (UFASM)** – Up-front Automation allows a TTY customer to self-initiate a call to the far party. With this feature, the TRS 2000SM Platform interacts directly with the caller by preparing the dialing sequence and the billing information from what the caller types to the system.
- p. **Voice Up Front Automation (VUFASM)** – Like UFA for text users, VUFA gives the voice caller the option to self-initiate a call to the far party. This gives the voice caller more call control and a quicker and more accurate call set up.
- q. **711-Readiness** – The TRS 2000SM Platform is 711-Ready for Maine, effective September 21, 2000. AT&T will not provide access through 711 to STS, Spanish Relay, and 900 calls at this time. These services will be provisioned

through the designated 800 numbers. See Section 5.A.2 herein.

5.B.5. Comply with the FCC regulations regarding maintaining an answer rate for incoming calls of 85% within 10 seconds by a TRS Communication Assistant (CA).

5.B.6. Comply with the applicable and effective FCC regulations regarding the referral of an emergency service (911 etc.).

5.B.7. Comply with the applicable and effective FCC regulations regarding the handling of directory assistance calls.

5.B.8. Operate during general power outages on an alternate uninterruptible power source (UPS). Such alternate power source shall include a local generator for periods of extended power outages.

5.B.9. Relay the conversation word for word except where the party requests a summary or a translation of the message. CAs shall adhere to a Code of Ethics which generally includes:

- a. CAs shall make introductory announcements about TRS to receiving party unless requested not to by the initiating caller, and;
- b. CAs shall maintain a neutral position during the call. CAs shall not intervene or interject personal opinions, feelings or outside information into the communications between the TRS parties.

5.B.10. Upon request from a relay user, a CA shall provide an 800 number for complaints before the TRS call ends.

5.C. **Location of Center:** AT&T may dynamically route Maine TRS through any of its Relay centers.

5.D. **Contractor Employee Qualifications and Training Requirements:** Contractor shall employ CAs who comply with the applicable and effective FCC regulations regarding typing skills.

5.E. **Confidentiality of Communications:** All information relayed by CAs shall remain strictly confidential. CAs shall report information obtained from users of the service only as required by applicable-state, federal and local laws.

5.F. **Billing TRS Users for Services:** The following billing principles shall be followed:

5.F.1. The Contractor shall bill TRS users for outgoing calls placed by the TRS center at the user's request. Users shall only be billed for actual talk time. No charges shall be assessed for CA work time.

5.F.2. Users shall only be billed for those calls that would ordinarily generate charges if the calls were directly dialed from the originating telephone line including local toll, long distance and international calls. All charges shall be assessed in accordance with applicable Maine and FCC tariffs.

5.F.3. AT&T shall bill or provide billing information to the appropriate entity for calls placed via the caller's participating carrier (s) of choice for local exchange carriers, interexchange carriers and calling card providers. At the time of execution of this agreement the carriers participating in Carrier of Choice with AT&T Relay are: AT&T, Allnet/Frontier/Global Crossings, LDDS, MCI, Metromedia, Sprint and Wiltel. AT&T shall have no obligation to bill or provide billing information to a carrier that does not participate or ceases to participate in Carrier of Choice. AT&T shall have no obligation to bill or provide billing information to a carrier participating in Carrier of Choice where the TRS customer does not make a timely designation of its preferred carrier before the CA places the call via a Carrier of Choice.

5.G. **Outreach and Marketing Support:** AT&T shall provide a community outreach budget in the amount of \$45,000 annually to be provided to the Maine Center on Deafness (MCD) in agreement with the contract for services appended hereto as Attachment B. Upon expiration or termination of this TRS Agreement, AT&T shall have no further obligation to provide any outreach or marketing services and the agreement with MCD shall immediately terminate if it has not already separately expired or been terminated.

5.H. **Maine Relay Advisory Council Support:**

5.H.1. AT&T shall provide \$15,000 annually during the term of this Agreement to the Maine Telecommunications Relay Services Advisory Council (MERS Advisory Council) for administrative expenses. The payment shall be made on or before January 15th pursuant to invoice submitted by the MERS Advisory Council Chairman. AT&T shall not be liable for failure to make timely payment if it has not received a timely invoice for the single amount of \$15,000. AT&T shall have no obligation to make any

further payments to the MERS Advisory Council for any administrative or other expenses. Upon expiration or termination of this TRS Agreement, AT&T shall have no further obligation to the Advisory Council.

5.H.2 AT&T shall attend the four annual meetings of the MERS Advisory Council as set forth below provided they are reasonably scheduled.

- (a) AT&T shall send a representative to two MERS Advisory Council meetings to be held in a location no more than 60 miles north of Boston, Massachusetts. The attending AT&T representative is not required to be employed in the AT&T Relay Services group.
- (b) AT&T shall send the AT&T Relay Account Manager to one MERS Advisory Council meeting a year to be held in Portland, Maine.
- (c) AT&T shall fulfill its obligation to attend one of the four annual meetings by a reasonably scheduled invitation to the MERS Advisory Council members to visit the AT&T Providence, Rhode Island Relay Center, as long as the center remains open, or, if the Rhode Island Relay Center closes, by invitation to another AT&T Relay Center.

Notwithstanding the above, the parties may agree to meet in any other location, including but not limited to Basking Ridge, New Jersey, and/or the MERS Advisory Council may waive the requirement for attendance by an AT&T representative at any MERS Advisory Council meetings.

5.I. Customer Complaint Handling. AT&T shall provide customer care to handle complaints about AT&T TRS service in the following manners:

5.I.1. *E-Customer Care* via an *e-feedback* form on our AT&T Relay website at www.att.com/relay/feedback.html.

5.I.2. *On-line Transfer* --- The procedure includes on-line transfer to a supervisor or administrator trained in complaints, comment and inquiry handling. Administrative and supervisory personnel abide by the same Code of Confidentiality as Communications Assistants.